PUBLIC SERVICE OF NEW HAMPSHIRE POLE ATTACHMENT APPLICATION AND PERMISSION TO TEMPORARILY ATTACH

In accordance with the terms and conditions of this Application and Permission to Attach, permission is hereby requested by the undersigned municipality to make one decorative attachment, description of which, including dimensions and method of attachment included with

this request, to each of the utility poles listed below for the following specified holiday or event: Events: Memorial Day through Veteran's Day 2021 Pole Number Street Location (Sketch required if more than 12 poles or more than one street is involved.) See Attached map By signing below, municipality agrees that if the requested permission is granted by PSNH, such permission is subject to, and municipality shall be fully and legally bound by, the attached terms and conditions "PSNH - TEMPORARY POLE ATTACHMENT TERMS AND CONDITIONS" and all other documents referred to therein. Town of Barrington . NJ (Name of Municipality) By: Name: Title: Duly Authorized Permission is hereby GRANTED for temporary attachment to the poles specified on the above list, subject to the attached terms and conditions "PSNH - POLE ATTACHMENT TERMS AND CONDITIONS" and all other documents referred to therein. Attachment may begin on . (Not to exceed six , and removal is to be completed by months.) Public Service Company of New Hampshire Date: 5/13/21 By: Name: Title: Duly Authorized

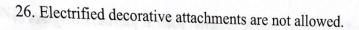
Revised May 2013



PSNH – TEMPORARY POLE ATTACHMENT TERMS AND CONDITIONS

- 1. The requester must complete the PSNH Pole Attachment Application and Permission to Temporarily Attach 30 days prior to the date of the event.
- 2. If the utility pole is jointly owned, the municipality must acquire permission from both owning utilities.
- 3. PSNH shall have no responsibility for the installation, maintenance or removal of any attachment, and shall have no responsibility to assist municipality with same.
- 4. This grant of permission is for the term only, shall be non-exclusive, and shall not create or vest in municipality any rights or interests in any utility pole.
- 5. This permission is granted by PSNH only, and does not apply to, nor is it intended in any way to serve as permission by or from any other joint owner of any utility pole, from which separate permission may need to be obtained.
- 6. For and in consideration of the permission granted, municipality, its employees, departments, contractors and agents, agree to indemnify, protect and hold harmless PSNH, and its officers, directors and employees, from and against any and all claims, demands, causes of action and costs, including attorneys' fees, for damages to property and injury or death to persons, including payments made under any Worker's Compensation Law or under any plan for employee disability and death benefits, which may arise out of or be caused by the installation, use and removal of any attachment to utility poles pursuant to this permission, and from and against any and all damages, cost and expenses imposed on or incurred by PSNH as a result of the presence of any attachment to utility poles pursuant to this permission, or as a result of any acts or omissions of municipality, its employees, departments, contractors and agents in the exercise of the permission granted hereunder.
- 7. The permission does not extend to any utility poles which are, or are determined to be, located outside of the limits of any public highway right-of-way and are on private property not owned by PSNH.
- 8. PSNH will be held harmless for any damage to attachments which may occur during normal maintenance, repair, or emergency utility work.
- 9. There are no pole attachment fees or charges; nor any payment for pre-attachment survey costs of the first 100 or fewer pole locations annually.
- 10. Any charges for make-ready work, if any, to accommodate Town's decorative attachments, will be payable in full in advance.

- 11. **Decorations** must be of a non-conductive material such as plastic, fiberglass or wood.
- 12. **Decorations** must be secured with removable hardware like "ratchet strap brackets" or other devices that allow for easy removal, i.e., "quick connect pins" so mounting bracket can be left in a permanent position.
- 13. **Attachments** shall be made with appropriately-sized lag screws, or metal banding.
- 14. Attachments to a utility pole must stay at least 10 feet below the lowest PSNH facilities during installation, display and removal and must not extend more than 42 inches horizontally from the pole surface.
- 15. The maximum allowable decoration length is five feet.
- 16. Paper signs, tassels, ropes, strings or additional attachments are not allowed.
- 17. Only one decorative pole attachment per pole will be permitted.
- 18. PSNH is not responsible for installation, maintenance, or removal of decorations.
- 19. The installation and removal should be coordinated with local public safety officials.
- 20. The attachment must not pose any threat to the safety of PSNH's employees or agents of PSNH. Nor should it interfere with the performance of the company's service obligations and cause a threat to the physical integrity of the pole.
- 21. Attachments to utility poles shall be done in accordance with all appropriate laws, ordinances and regulations for proper display. Attachments shall be done in conformance with the National Electrical Code (NEC), the National Electrical Safety Code (NESC), and the rules and regulations of the Occupational Safety and Health Act (OSHA), New Hampshire Department of Transportation (NHDOT) and any other governing authority having jurisdiction.
- 22. When attachments are permanently removed, all hardware shall be removed.
- 23. PSNH reserves the right to remove any attachments after six months and bill the municipality. PSNH will be held harmless for any damage to the attachments.
- 24. Pole to pole, pole to tree, or pole to building attachment is not allowed.
- 25. Painting of poles is not allowed.



27. Attachments to poles with URD conduit piping will only be allowed when the bracket can be attached to only the wooden pole. Straps or metal bands cannot come into contact with the conduit. Puncturing or piercing the conduit is prohibited.

